



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FFT

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's Two Month Notice to End Tenancy for Landlord's Use of Property, dated March 22, 2021 ("2 Month Notice"), pursuant to section 49; and
- authorization to recover the filing fee for this application. pursuant to section 72.

The landlord and the two tenants attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 24 minutes.

Two witnesses called in on behalf of the landlord. They were excluded from the outset of the hearing. They did not return to testify as both parties settled this application.

At the outset of the hearing, I informed both parties that they were not permitted to record this hearing, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure*. The landlord and the two tenants all affirmed under oath that they would not record this hearing.

I explained the hearing and settlement processes to both parties during the hearing. Both parties had an opportunity to ask questions. Both parties confirmed that they wanted to settle this application and they did not want me to make a decision. Neither party made any adjournment or accommodation requests.

The landlord was in receipt of the tenants' application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application.

The tenants confirmed receipt of the landlord's 2 Month Notice. A copy of the notice was provided for this hearing. Both parties agreed that the effective move-out date on the notice is May 31, 2021. In accordance with sections 88 and 90 of the *Act*, I find that both tenants were duly served with the landlord's 2 Month Notice.

Settlement Terms

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on July 15, 2021, by which time the tenants and any other occupants will have vacated the rental unit;
2. Both parties agreed that this tenancy is ending pursuant to the landlord's 2 Month Notice, dated March 22, 2021;
3. Both parties agreed that the tenants are entitled to one-month free rent compensation pursuant to the 2 Month Notice and section 51 of the *Act*, according to the following terms:
 - a. Both parties agreed that the tenants are not required to pay half a month's rent of \$1,199.25 for July 1 to 15, 2021, to the landlord;
 - b. Both parties agreed to meet at 1:00 p.m. on July 15, 2021 at the rental unit and the landlord agreed to provide the tenants with a cheque in the female tenant's name for a refund of half a month's rent of \$1,199.25, at this time;
4. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
5. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during the 24-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties repeatedly affirmed, under oath, that they agreed and understood that they could not change the settlement terms after the hearing was over and that they knew it was a full and final settlement of this application.

Conclusion

I order both parties to comply with all of the above settlement terms.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on July 15, 2021. The tenant(s) must be served with this Order in the event that the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on July 15, 2021. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I order that the tenants are not required to pay half a month's rent of \$1,199.25 for July 1 to 15, 2021, to the landlord.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenants' favour in the amount of \$1,199.25. I deliver this Order to the tenants in support of the above agreement for use **only** in the event that the landlord fails to pay the tenants \$1,199.25 as per condition #4(b) of the above agreement. The landlord must be served with a copy of this Order. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The tenants must bear the cost of the \$100.00 filing fee paid for this application.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 02, 2021

Residential Tenancy Branch